



Solar Skies Stainless Tank Series

Stainless Steel Solar Water Heater

Your Solar Skies Stainless Tank Series indirect-fired water heater is protected by these Solar Skies Mfg. LLC warranties. These warranties are applicable to original consumer purchasers only.

WARRANTY COVERAGE FOR RESIDENTIAL USAGE

The warranties listed in this section shall apply to Solar Skies Stainless Tank Series water heaters used in a residential setting by original consumer purchasers only. A "residential setting" as used herein shall mean usage in a single family dwelling in which the original consumer purchaser of the water heater resides on a **permanent basis**. "Residential setting" shall also mean usage in a multiple family dwelling providing that a Solar Skies Stainless Tank Series water heater services only one (1) dwelling in a multiple family dwelling.

Solar Skies Mfg. LLC warrants that it will repair or replace, at its option, any defective or malfunctioning component of the Solar Skies Stainless Steel Tank Series water heater during the first year after the original date of installation in the dwelling, it is expressly agreed between Solar Skies Mfg. LLC and the original consumer purchaser that repair or replacements are the exclusive and sole remedy of the original consumer purchaser.

During the next 9 years of the water heater, Solar Skies Mfg. LLC will repair or replace, at its option, any water heater having a defect or malfunction that results in a water leak from the outside jacket, inner tank, or heat exchanger as a result of normal use and service. It is expressly agreed that between Solar Skies Mfg. LLC and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, such defect or malfunction having been verified by an authorized Solar Skies Mfg. LLC representative, then Solar Skies Mfg. LLC will replace the defective or malfunctioning water heater with a replacement water heater of the nearest compatible model available at the time of replacement.

If Solar Skies Mfg. LLC is unable to repair or replace the water heater so as to conform with this warranty, after a reasonable number of attempts, then Solar Skies Mfg. LLC will provide at its option, either a replacement product, or a full refund of the purchase price. These remedies are the consumer purchaser's exclusive remedies for breach of warranty.

If, at the time of a request for service, the original consumer purchaser cannot provide a copy of the original sales receipt, deed, or equivalent document, then the warranty period for the water heater shall be eight (8) years from the date of manufacture of the water heater.

WARRANTY COVERAGE FOR COMMERCIAL USAGE

The warranties listed in this section shall apply to Solar Skies Stainless Tank Series indirect-fired water heaters used in a commercial setting by original consumer purchasers only. A "commercial setting" as used herein shall mean any usage not falling within the above definition of a "residential setting".

Solar Skies Mfg. LLC warrants that it will repair or replace, at its option, without charge, any defective or malfunctioning component of the water heater during the first year after the original date of delivery to the original consumer purchaser. It is expressly agreed between Solar Skies Mfg. LLC and the original consumer purchaser that repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

During the second through fifth years after the original date of delivery to the original consumer purchaser, Solar Skies Mfg. LLC will repair or replace, at its option, without charge, any indirect-fired water heater having a defect or malfunction that results in a water leak from the outer jacket, inner tank, and heat exchanger as a result of normal use and service. It is expressly agreed between Solar Skies Mfg. LLC and the original consumer purchaser the repair or replacement is the exclusive and sole remedy of the original consumer purchaser.

Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, such defect or malfunction having been verified by an authorized Solar Skies Mfg. LLC representative, then Solar Skies Mfg. LLC will replace the defective or malfunctioning water heater with a replacement water heater of the nearest comparable model available at the time of replacement.

If Solar Skies Mfg. LLC is unable to repair or replace the water heater so as to conform with this warranty after a reasonable number of attempts, then Solar Skies Mfg. LLC will provide, at its option, either a replacement product, or a full refund of the purchase price. These remedies are the exclusive remedies of the original consumer purchaser.

Solar Skies Mfg, LLC

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WHAT IS NOT COVERED BY EITHER OF THESE WARRANTIES

Solar Skies Mfg. LLC does not warrant:

- 1.) Defects or malfunctions resulting from improper installation or failure to maintain and operate the water heater in accordance with the printed instructions which accompany the Solar Skies Stainless Tank Series water heater.
- 2.) Defects or malfunctions resulting from consumer damage, such as: (A) improper maintenance. or (B) misuse, abuse, accident, or alteration.
- 3.) Defects or malfunctions on water heaters where the original serial number cannot be readily determined.
- 4.) Service calls not involving malfunction or defects in materials or workmanship, and the original consumer purchaser shall pay for such calls.
- 5.) Solar Skies Stainless Tank Series water heaters installed outside of the United States and Canada.
- 6.) Solar Skies Stainless Tank Series water heaters repaired or altered without prior written approval of Solar Skies Mfg. LLC so as to affect adversely their reliability.
- 7.) Components of the water heater which are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.
- 8.) Components of the water heater which are subject to warranties, if any, given by their manufacturers. Solar Skies Mfg. LLC does not adopt these warranties.
- 9.) Malfunctions resulting from, or repairs necessitated by, a failure to maintain an indirect-fired water heater free of water sediments or scale deposits.
- 10.) This warranty does not extend to labor costs, shipping charges, delivery expenses, or administrative fees incurred by the original household consumer purchaser in repairing or replacing the water heater or its components. **Solar Skies Mfg. LLC will not accept claims for labor costs Incurred by the original consumer purchaser in removing or reinstalling a Solar Skies Stainless Tank Series water heater and its components.**
- 11.) Malfunctions resulting from, or repairs necessitated by, uses of the Solar Skies Stainless Tank Series water heater for purposes other than that for which it was designed, or resulting from flood, fire, wind, or lightning.

OWNER'S RESPONSIBILITIES

The owner or installer must:

- 1.) Have the storage tank assembly installed with a vacuum relief valve and temperature and pressure relief valve in accordance with local state and federal codes and ordinances bearing the listing marks of the American Society of Mechanical Engineers (A.S.M.E.)
- 2.) Operate the storage assembly at pressure below that shown on the rating plate on the pressure relief valve.
- 3.) Keep the storage tank free of damaging scale deposits.
- 4.) **Make provisions so if the storage tank or any component part or connection should leak, the resulting flow of water will not cause damage to the area in which it is installed. A water heater temperature and pressure relief valve should be piped to the nearest drain in order to avoid damage in the event the valve is activated.**

The warranty hereunder does not apply to defects resulting from:

- 1.) Freezing, excessive pressure or leaks at water connections or any other similar case.
- 2.) Failure of a component, control or component part other than a component part manufactured solely by Solar Skies Mfg. LLC.
- 3.) Any cause similar to any of the above, not resulting solely due to defective material and/or workmanship.
- 4.) Condition resulting from exposure to foreign particles in the tank and exposure to chlorine content higher than 100 parts per million, or other corroding substances.

LIMITATION OF WARRANTIES AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SOLAR SKIES MFG. LLC'S NEGLIGENCE, ACTUAL OR IMPUTED.

THE REMEDIES OF THE ORIGINAL CONSUMER PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT, OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF SOLAR SKIES MFG. LLC, TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE.

NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SOLAR SKIES MFG. LLC UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF SOLAR SKIES MFG. LLC

THE WARRANTY STATED HEREIN IS NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL CONSUMER PURCHASER OF A SOLAR SKIES STAINLESS STEEL TANK SERIES WATER HEATER ONLY.

These warranties give you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

These are the only written warranties applicable to Solar Skies Stainless Tank Series water heaters manufactured and/or sold by Solar Skies Mfg. LLC. Solar Skies Mfg. LLC neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said Solar Skies Stainless Tank Series water heaters.

NOTE: SOLAR SKIES MFG. LLC WILL NOT WARRANTY ANY UNIT PURCHASED FROM AN UNAUTHORIZED DEALER OR ANY ONLINE RETAILER.

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SERVICE REQUESTS

FOR SERVICE UNDER THESE WARRANTIES contact Solar Skies Mfg. LLC at this address:
Solar Skies Mfg. LLC, 106 Donovan Drive, Alexandria, MN 56308

At this time a claim is filed the original consumer purchaser must present a copy of the original sales receipt, deed, or equivalent document evidencing both ownership of the Solar Skies Stainless Tank Series water heater and installation in the dwelling or commercial property owned by the original consumer purchaser. With regard to claims made by original consumer purchasers of Solar Skies Stainless Tank Series water heaters used in commercial settings as that term is defined herein, in no event shall notification of a service request be received later than five years and one month from the date of purchase. Solar Skies Mfg. LLC reserves the right to change specifications or discontinue models without notice.

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